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8

9 Attorneys for Plaintiff  
ExamWorks, LLC

10 UNITED STATES DISTRICT COURT  
11 EASTERN DISTRICT OF CALIFORNIA  
12 SACRAMENTO DIVISION  
13

14 EXAMWORKS, a Delaware limited liability  
15 company,

16 Plaintiff,

17 v.

18 TODD BALDINI, an individual, ABYGAIL  
BIRD, an individual, LAWRENCE STUART  
19 GIRARD, an individual, PAMELLA TEJADA,  
an individual, ROE CORPORATION, and  
20 DOES 1 through 10,

21 Defendants.

Case No. 2:20-CV-00920-KJM-DB

**STIPULATION AND [PROPOSED]  
ORDER RE: AGREEMENT ON  
FORENSIC EXAMINATION**

Judge: Hon. Kimberly J. Mueller

22 THE PARTIES, THROUGH THEIR RESPECTIVE ATTORNEYS OF RECORD,  
23 HEREBY STIPULATE AS FOLLOWS:

24 WHEREAS, this Court entered an order on May 22, 2020, ECF No. 45 (the "Order"), that  
25 Plaintiff ExamWorks, LLC and Defendants Todd Baldini, Abygail Bird, Lawrence Stuart Girard,  
26 and Pamela Tejada (collectively "Parties") determine if they can reach agreement on a  
27 "refinement to paragraph 6 [of the Order] that clarifies the extent to which defendants here may  
28 engage in [lawful] work";

1 WHEREAS, subsequent to entry of the Order, the Parties met and conferred and  
2 attempted to resolve aspects of their dispute surrounding paragraph 6, including through Court-  
3 directed settlement with Hon. Magistrate Judge Kendall J. Newman;

4 WHEREAS the Parties came to an agreement on certain terms related to the Forensic  
5 Neutral examination of Defendants' devices and accounts as set forth in Exhibit A;

6 WHEREAS this Court, during the Parties' initial case management conference on August  
7 20, 2020, through oral order, directed the Parties to file their agreement, as set forth in Exhibit A;

8 THE PARTIES HEREBY STIPULATE AND AGREE to the terms set forth in Exhibit A  
9 and ask the Court to enter an order adopting the Parties' agreement thereto.

10 **IT IS SO STIPULATED**, through Respective Attorneys of Record.

11  
12 Dated: August 24, 2020

12 */s/ Rob Shwartz*  
13 ROBERT S. SHWARTS  
14 Counsel for Plaintiff ExamWorks, LLC

15  
16 Dated: August 22, 2020

15 */s/ Daniel B. Chammas*  
16 (as authorized on 8/22/2020)  
17 DANIEL B. CHAMMAS  
18 Counsel for Defendants Todd Baldini, Stuart Girard,  
19 Pamella Tejada, and Abygail Bird  
20  
21  
22  
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28

**ORDER**

**IT IS SO ORDERED**, that the Court hereby adopts Parties' agreement to the terms set forth in Exhibit A.

Dated: August \_\_, 2020

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HON. KIMBERLY J. MUELLER

# EXHIBIT A

**Agreement Between And Among ExamWorks, LLC, Todd Baldini, Lawrence Stuart Girard, Pamela Tejada, and Abygail Bird**

Plaintiff ExamWorks, LLC ("ExamWorks") and Defendants Todd Baldini, Lawrence Stuart Girard, Pamela Tejada, and Abygail Bird (collectively "Defendants") seek to facilitate the completion of the forensic inspection of Defendants' devices and accounts and further discuss a potential modification of Paragraph 6 of the Preliminary Injunction (D.E. 45) entered into the matter of *ExamWorks, LLC v. Baldini, et al*, Case No. 2:20-cv-00920-KJM-DB (E.D. Cal.) on June 3, 2020. Accordingly, the parties agree to the following:

1. ExamWorks' forensic experts will sign and abide by the Protective Order. In the Protective Order, per Section 7.4, the parties are required to disclose their proposed experts and allow the opposing party to object. Defendants know ExamWorks' forensic experts—K2 Intelligence and KL Discovery Ontrack, LLC (collectively referred to as "K2")—as they have submitted declarations in support of ExamWorks' TRO. Defendants waive any rights and objections under the Protective Order to the use of K2.
2. The parties will request that Setec transfer all forensic images Setec has already collected to K2 ("Setec Data"). The parties agree that K2 may collect from the accounts, USB devices, and computers that the Defendants used to create and analyze the "AA" excel sheet; the parties are currently negotiating a separate protocol by which that will happen. ExamWorks will not re-collect other forensic images at this time, but reserves all rights to seek the forensic collection of any device or account to the extent necessary. In addition, additional devices and accounts may be discovered, which may require forensic imaging and inspection consistent with the Preliminary Injunction and this Agreement. The parties will meet and confer over any requests by ExamWorks to collect devices and accounts, and if they cannot agree ExamWorks can seek Court intervention. However, the parties agree that any agreement or order calling for the collection of any devices or accounts will minimize Defendants' lack of access to these accounts and devices as much as possible. Defendants will not unreasonably withhold consent to ExamWorks' requests for additional collection and imaging of devices and accounts, and the parties agree that if a dispute arises, they may seek a ruling from the Magistrate Judge on an expedited basis.
3. ExamWorks will instruct K2 to run a privilege screen for Defendants against all devices and accounts from May 4, 2020 to the present regarding these terms: Chammas, Dchammas, Chammasd, Ford /2 Harrison, Ford&Harrison, FordHarrison, dchammas@fordharrison.com, Danchammas, Danielchammas, Daniel, Dan. ExamWorks will also request K2 to run an ExamWorks-specific privilege screen to ensure that ExamWorks' own privileged communications are not inadvertently revealed. ExamWorks will instruct K2 to run a privacy screen for Defendants against all devices and accounts, with no limitation on time, regarding these terms, for each Defendant as follows: (1) For Defendant Girard: Beth Girard, Bonnie Girard, Beth L. Girard, Bonnie L. Girard, BL Girard, OCWEN, OCWEN Financial, Edward Gergi, Love You Mom, LYM, Brookdale, Fair Oaks, HR Block, Tax!, Block, Chase Bank, Chase, Michael McCarthy, Mike McCarthy, Lola Purdy, Gordon Purdy, Lola and Gordon Purdy, American Home Shield, Mercy Hospital, Angelica Villarreal, and Dignity Health Medical Foundation, (2) for Defendant Baldini: Joyce Baldini, Hsin Syu, Wells Fargo, Bank of America, Gold, DANA, Sutter, Hospital, Lugo,

Cardiology, and (3) for Defendant Tejada: Nelson Tejada, Kaiser Permanente, Chase, Patelco, Fidelity, and Marcus.

4. ExamWorks will instruct K2 to run the search terms reflected on Exhibit A, attached hereto, against the Setec Data. Such searches shall be run against file contents, metadata, file names (including extensions), and folder names. Any result that does not hit upon the privilege screen terms will be immediately disclosed to counsel for both parties. Any document that hits upon both the search terms and the Defendants' privilege screen will be produced to Defendants' counsel only for review. Any document that hits upon both the search terms and the privacy screen terms will be immediately disclosed to counsel for both parties. All documents produced by K2 will be initially designated as Highly Confidential – Attorneys' Eyes Only pursuant to the Protective Order. All documents produced by K2 will have a unique identifying ID such that the parties and K2 can easily communicate about the documents. ExamWorks will later produce the documents with a Bates Stamp and confidentiality designation after the completion of the forensic inspection and document review process. Defendants may participate in the review subject to the restrictions set forth in the protective order for Highly Confidential – Attorneys' Eyes Only documents pursuant to Section 7.3(vi), which allows Defendants to review certain documents under certain restrictions, but under no circumstances are they allowed to possess, export, print, download, email or otherwise export/capture and retain such documents. Defendants will review the potentially privileged documents within two calendar days and instruct ExamWorks' forensic experts which documents to produce and which documents to withhold. For any documents that hit upon the privacy screen terms, Defendants reserve their right to claim that document is non-responsive and private. For any documents that Defendants are claiming are privileged and will not produce to ExamWorks, they will provide a privilege log to ExamWorks within 7 calendar days from completion of their review (i.e., the date when they instruct K2 which documents from the potentially privileged documents to produce and which to withhold). For any documents that Defendants claim are non-responsive and private, they will also provide a privacy log to ExamWorks within 7 calendar days from receiving the documents from K2. Any dispute as to privacy or privilege can be brought to the Magistrate Judge for expedited relief. For any document that hits upon the ExamWorks privilege screen, ExamWorks will review the document for privilege and if it is privileged, it will be logged under the same procedure Defendants must follow. For any USB devices or other electronic storage devices, the complete file listings of the USB devices including all relevant metadata (e.g., file name, date modified, last accessed, among other relevant metadata fields) shall be produced to all parties.
5. If ExamWorks would like to run additional search terms across all devices and accounts (including the Setec Data), then ExamWorks will propose such additional terms or requests to examine to Defendants, and the parties will meet and confer over such terms. If any search terms are agreed to, ExamWorks will instruct its forensic experts that any additional search terms will also be run against the Defendants' privilege and privacy screens, and the same procedure agreed to in Section 4 about the review and production of documents will apply to these searches as well. Defendants will not unreasonably withhold consent to ExamWorks' requests for additional search terms, and the parties agree that if a dispute arises, they may seek a ruling from the Magistrate Judge on an expedited basis.
6. ExamWorks will be able to engage in *ex parte* communications with its forensic experts. Defendants waive any objection to admissibility of ExamWorks' forensic experts' testimony

relating to the analysis of Defendants' devices and accounts on the bases that they were 1) not qualified as experts or 2) disqualified as biased or have a conflict of interest considering that the parties agreed that K2 had to complete this portion of the forensic inspection. Defendants also waive any argument that challenges K2's opinions that are based on work done by Setec on the grounds that it was not K2 that performed the work.

7. There will be no logging of K2's forensic inspection and activities. There is no platform that will log the forensic inspections conducted by the forensic experts. The experts will use certain industry-standard tools to forensically inspect the accounts and devices. Those tools such as EnCase do not log the forensic review and inspection of the devices and accounts.
8. K2 will retain possession of the forensic images until the completion of this matter, including all appeals, and upon completion of this matter, the parties will jointly instruct K2 to destroy all forensic images. During this time while K2 maintains possession of the forensic images, Defendants may request certain non-ExamWorks information back from their devices and accounts pursuant to Section 13 of the parties' neutral forensic inspection protocol ("Neutral Protocol"). Upon final wrap up the litigation, K2 will proceed, pursuant to Section 14 "Final Wrap Up" of the parties' Neutral Protocol, to destroy all collected data and provide certification thereof.
9. The parties further agree to Section 11 of the Neutral Protocol regarding testimony provided by Setec Investigations. Unless explicitly agreed otherwise by the parties, the Neutral Protocol will not govern ExamWorks' forensic inspection of the devices and accounts.
10. ExamWorks' expert will not provide ExamWorks or its counsel with any documents from the Setec Data unless specifically authorized by this Agreement pursuant to Sections 4 and 5 above. ExamWorks and its counsel will not have any access to the underlying Setec Data. ExamWorks' expert is permitted to access and inspect Defendants' accounts and devices to the extent necessary to form all necessary forensic expert opinions. For example, ExamWorks' experts will inspect devices and accounts to provide opinions that are identified in Section 1 of the Neutral Protocol and may render additional opinions as necessary. ExamWorks' experts will be able to fully access and analyze the metadata of any of the accounts or devices. However, ExamWorks' experts will not run search terms to obtain documents from any device or account unless permitted under Sections 4 and 5 of this agreement.
11. ExamWorks will pay the outstanding invoices from Setec immediately. The specific outstanding balance is \$16,277.19.
12. Defendants will pay \$1,500 per month until the balance is completely paid or until Paragraph 6 of the Preliminary Injunction (hereinafter "Paragraph 6") is modified, whichever is sooner. The first payment will be on August 15, 2020. If Paragraph 6 is modified prior to the balance is paid off, the remaining balance owed to ExamWorks will be divided into 3 monthly payments, with the first payment due on the 15<sup>th</sup> of the first month following the modification.
13. Defendants will waive, release, and completely forgo any arguments on its motions to stay and appeal regarding the payment of the forensic fees in both the trial and appellate courts. Within 5 days of the execution of this agreement, Defendants will inform the district court and the Ninth Circuit that the issue regarding the payment of the forensic fees has been resolved between the parties, and that Defendants are withdrawing that issue from the appeal. However, if the

appellate court or the district court modifies Paragraph 6 in any material way, then the provisions herein regarding Defendants' ability to work or responsibilities to ExamWorks in connection with such work are invalid and the court's ruling will bind the parties.

14. ExamWorks expert will take over forensic inspection on an expedited basis, and will aim to complete all of the forensic work within 25 days of this agreement, and will aim to complete the forensic inspection necessary to evaluate the modification of Paragraph 6, based on Defendants' letter (discussed below), within 10 days of the agreement. To be clear, K2 is not under any obligation to meet any particular deadline contained within this paragraph in this agreement.
15. Within 24 hours of an agreement to this procedure, Defendants will provide ExamWorks with correspondence outlining, with as much specificity as possible, a general category of job duties they should be permitted to do without misappropriating ExamWorks' trade secrets. Said job duties will only apply to NON MED-LEGAL related work and defendants will agree to not do business as a stand-alone med-legal company while the preliminary injunction is in effect. Defendants will also provide the names of any prospective employers that they anticipate will involve job duties that implicates or requires a modification to Paragraph 6.
16. Within five days of the receipt of the letter, ExamWorks will respond generally to the letter and may seek additional information or clarification from the Defendants. Defendants recognize that ExamWorks may not be able to provide a detailed response due to the lack of completion of the forensic inspection.
17. Upon completion of the forensic inspection as to Ms. Bird's accounts and devices, ExamWorks will expeditiously negotiate a settlement agreement and permanent injunction regarding Ms. Bird in exchange for her dismissal from the case.
18. This is an interim settlement agreement as to the specific issues identified herein. This agreement is not in itself a modification of Paragraph 6 and upon completion of the forensic inspection, the parties agree they will re-visit this agreement and negotiate in good faith to try to enter into a subsequent agreement formally stipulating to modify Paragraph 6 in furtherance of this agreement if possible.

*[Signatures on following page]*



**Approved As To Form:**



Robert S. Shwartz  
Orrick, Herrington & Sutcliffe LLP  
Counsel for ExamWorks, LLC

Date: August 11, 2020

Daniel Chammas  
FordHarrison LLP  
Counsel for Defendants Todd Baldini,  
Lawrence Stuart Girard, Pamela Tejada, and  
Abygail Bird

Date: \_\_\_\_\_

**Parties' Signatures:**

**ExamWorks, LLC**

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Defendant Todd Baldini**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Pamela Tejada**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Lawrence Stuart Girard**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Abygail Bird**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Approved As To Form:**

\_\_\_\_\_  
Robert S. Shwartz  
Orrick, Herrington & Sutcliffe LLP  
Counsel for ExamWorks, LLC


Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel Chammas  
FordHarrison LLP  
Counsel for Defendants Todd Baldini,  
Lawrence Stuart Girard, Pamela Tejada, and  
Abygail Bird

Date: \_\_\_\_\_

**Parties' Signatures:**

**ExamWorks, LLC**



Signature Wes Campbell

Title: Co-CEO and President

Date: 08/11/2020

**Defendant Todd Baldini**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Pamela Tejada**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Lawrence Stuart Girard**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Abygail Bird**


\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Approved As To Form:**

\_\_\_\_\_  
Robert S. Shwartz  
Orrick, Herrington & Sutcliffe LLP  
Counsel for ExamWorks, LLC

Date: August 11, 2020



\_\_\_\_\_  
Daniel Chammas  
FordHarrison LLP  
Counsel for Defendants Todd Baldini,  
Lawrence Stuart Girard, Pamela Tejada, and  
Abygail Bird

Date: August 11, 2020

**Parties' Signatures:**

**ExamWorks, LLC**

\_\_\_\_\_  
Signature

Title:

Date:

**Defendant Todd Baldini**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Pamela Tejada**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Lawrence Stuart Girard**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Abygail Bird**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Approved As To Form:**

\_\_\_\_\_  
Robert S. Shwartz  
Orrick, Herrington & Sutcliffe LLP  
Counsel for ExamWorks, LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel Chammas  
FordHarrison LLP  
Counsel for Defendants Todd Baldini,  
Lawrence Stuart Girard, Pamela Tejada, and  
Abygail Bird

Date: \_\_\_\_\_

**Parties' Signatures:**


**ExamWorks, LLC**

\_\_\_\_\_  
Signature

Title:

Date:

**Defendant Todd Baldini**

  
\_\_\_\_\_  
Signature

Date: 08/12/2020  
\_\_\_\_\_

**Defendant Pamela Tejada**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Lawrence Stuart Girard**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Abygail Bird**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Approved As To Form:**

\_\_\_\_\_  
Robert S. Shwartz  
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Counsel for ExamWorks, LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
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FordHarrison LLP  
Counsel for Defendants Todd Baldini,  
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Abygail Bird

Date: \_\_\_\_\_

**Parties' Signatures:**

**ExamWorks, LLC**

\_\_\_\_\_  
Signature

Title:

Date:

**Defendant Todd Baldini**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Pamela Tejada**



\_\_\_\_\_  
Signature

Date: 08/11/2020

**Defendant Lawrence Stuart Girard**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Abygail Bird**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Robert S. Shwartz  
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Counsel for ExamWorks, LLC

Date: \_\_\_\_\_

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Counsel for Defendants Todd Baldini,  
Lawrence Stuart Girard, Pamela Tejada, and  
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Date: \_\_\_\_\_

**Parties' Signatures:**

**ExamWorks, LLC**

\_\_\_\_\_  
Signature

Title:

Date:

**Defendant Todd Baldini**

\_\_\_\_\_  
Signature

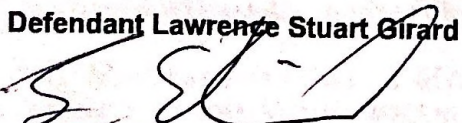
Date: \_\_\_\_\_

**Defendant Pamela Tejada**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Lawrence Stuart Girard**

  
\_\_\_\_\_  
Signature

Date: 8/11/2020

**Defendant Abygail Bird**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_



**Approved As To Form:**

\_\_\_\_\_  
Robert S. Shwartz  
Orrick, Herrington & Sutcliffe LLP  
Counsel for ExamWorks, LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
Daniel Chammas  
FordHarrison LLP  
Counsel for Defendants Todd Baldini,  
Lawrence Stuart Girard, Pamela Tejada, and  
Abygail Bird

Date: \_\_\_\_\_

**Parties' Signatures:**

**ExamWorks, LLC**

\_\_\_\_\_  
Signature

Title:

Date:

**Defendant Todd Baldini**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Lawrence Stuart Girard**

\_\_\_\_\_  
Signature

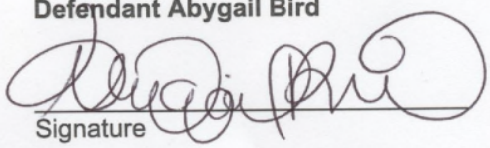
Date: \_\_\_\_\_

**Defendant Pamela Tejada**

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Defendant Abygail Bird**

  
Signature

Date: 8/11/2020

**EXHIBIT A TO AGREEMENT IN *EXAMWORKS, LLC. v. TODD BALDINI, ET AL.*, CASE NO. 20-CV-00920-KJM-DB**

**Global Search Terms To Be Searched in All Accounts and Devices but limited to the following date range—December 1, 2017 through the present:**

ExamWorks!  
Exam! Works!  
EW!  
ExamWork!  
@examworks.com

“Qualified medical evaluation”  
Qual! /s med! /s eval!  
QME!

“Independent medical examination”  
Ind! /s med! /s exam!  
IME!

“Agreed Medical Examination”  
Agree! /s med! /s exam!  
AME!

Work! /s Comp!  
Pers! /s Injur!

SIBTF!  
“Subsequent injuries benefit trusts fund”  
Sub1 /s injur! /s ben! /s trust! /s fund!  
SIF!  
“Subsequent injury fund”  
Sub! /s injur! /s fund!

MedLegal!  
Med-Legal!  
“Med Legal”  
“Med-Legal Records”  
“Med Legal Records”  
Med! /s leg!

EBITDA  
InfoCentric  
InfoC!  
IMECentric  
IMEC!  
X: Drive



X: /s Drive

X /s Drive

"First Case"

"Page Count"

Newton

DWC

AES

FMC

"Brown & Todoroff" or Todoroff

Doreen /3 Skinner

Lucia /3 Valle

Lori /3 Myers

Brian /3 Brice

"Brian L. Brice"

"Fee Schedule"

"Professional Fee Agreement"

Professional /5 Service /5 Agreement!

CalPERs

"EW California"

"Income Statement"

"Barry Weiner"

Barry /3 Weiner

"Physician Disbursement"

"Stuart Rubin"

"CredentialMed"

"Referral Tracker"

"For Anthony"

"Clients.xlsx"

"Clients 2019.xlsx"

"Client All Lines.xlsx"

"Client List All Lines 032420.xlsx"

"Doctors.xlsx"

"Companies.xlsx"

"Sales Operations Meeting"

"CA Region Sales & Operations Meeting"

Applicant /3 attorney!

AA /3 list

Doctor! /3 list!

Customer! /3 list!

Cases! /3 list!

Client! /3 list!

Client! /3 2019

Client /3 all /3 lines

Exam! /3 list!

Referral! /3 list!

Data! /3 base!

"EW WC E-mails"  
"Financials by Company-region-BusUnit"  
MQY  
"EW Brand CA"  
Benchmark  
Gina /3 Hankins OR Gina OR Hankins  
"Budget Worksheet"  
"Likely Calcs"  
"Looking Forward"  
"info from billing report"  
Wallace /3 Logie OR Wallace OR Logie  
"For our call"  
"1<sup>st</sup> Round Budget CA"  
"California WC Fee Analysis"  
"Cases – 01-2019 to 03-2020.xlsx"

Applicant Attorney Email List.xlsx  
Contact\_export\_OC\_AAs\_2020\_03\_31 DB.xls  
NFL Attorneys.docx  
Referral Sources Email 032420.docx  
Referral Sources 4-19 to 03-20.xlsx  
Referral Sources v2.xlsx  
Referral Sources ttm.xlsx  
Referral Sources ttm Master.xlsx  
Referral\_doctors -Colton.xlsx  
IPM Provider List 3.25.20 .xlsx  
Combined Contact List.xlsx  
Combined Contact List 033020.xlsx  
QMEs 2020.xlsx  
QMEs 2020 Chiro.xlsx  
Chiro List.xlsx  
Sutter Health Specialist Physician List\_(Q1 2020) Copy.xlsx  
Week 041320 v2.xlsx

IMP Sales Marketing Draft Plan 040420 JV.pptx  
Copy of Physician Recruitment.xlsx  
Insurance Company Communication List CV.xlsx  
Lake-B2BDataGroup-01000249.xlsx  
IME Company List 032520.docx  
Physician Fee Agreement With Letterhead - BG.docx  
Physician Fee Agreement With Letterhead - BG v3 track changes Todd.docx  
Physician Fee Agreement With Letterhead - BG v3 track changes accepted Todd.docx  
IPM Med Legal Fee Schedule Template.xlsx

PI Template Fee Schedule.xlsx  
WC Fee Schedule Template.docx  
SIBTF Report Writing Tips 042120.docx

SIBTF report template.docx  
Updated SIBTF referral form 3-30-20 - draft.docx  
Sample SIBTF Internal Med Report.pdf  
SIBT request for evaluation.docx

Demographics Sample.docx  
Projects at start up.xlsx  
Sample Med-Legal Agreement v2 JV edits.docx  
Sample Med-Legal Agreement v1.doc  
Sample Med-Legal Agreement v2.docx  
Med-Legal Agreement.doc  
ICA for IPM – BG Med Legal v.docx  
BAA Cover Ltr – IPM Corp v2.docx  
MedLegal Start-up Plan – Revised 11-11-19 – BG.xlsx  
Timelines.docx  
Phase I.docx  
“Mangosing Law Group”  
Mangosing /s law! /s group!  
Mangosing!  
MLG  
Phil /5 Allen  
[philallen@mangosinglaw.com](mailto:philallen@mangosinglaw.com)  
@mangosinglaw.com

CWCSA  
“SC Advocates”  
SC! /s advocate!

“Project Palo Alto”  
“Palo Alto Project”  
Project /s Palo /s Alto  
“Project PA”  
PPA  
“Palo Alto”  
PA  
“New Company”  
“New Co”  
NewCo  
NuCo

“Scott Monticello” or “Monticello”  
smont40@msn.com or smont40  
Tut!  
“Jim Tuthill” OR “James Tuthill” or (Jam! Or Jim! /s Tut!)  
“Trisha Tuthill” OR “Trish Tuthill” or (Trish! /s Tut!)  
tbraveheart@yahoo.com OR tbraveheart  
tut@getrecords.com OR getrecords.com

emailtut12@gmail.com  
james@dunamisalliancellc.com OR dunamisalliancellc.com  
Dunamis  
"Dunamis Alliance"  
Trinity  
"Trinity Language"

"Steven Feinberg" OR "Steve Feinberg" or Feinberg  
"Feinberg Medical Group"  
Fein! /s Med!  
FMG  
FML  
FMLC  
FMG /s ML  
FML /s ML  
@feinbergmedicalgroup.com  
stevenfeinberg@hotmail.com  
[stevenfeinberg@me.com](mailto:stevenfeinberg@me.com)  
"Feinberg Med-Legal Consulting"  
"Feinberg Med Legal Consulting"  
Fein! /s Consult!  
FMLC

"Bill George" OR "William George"  
[wgeorge@nextpain.com](mailto:wgeorge@nextpain.com)  
wgeorge@ipmdoctors.com  
@ipmdoctors.com  
"Integrated Pain Management"  
Integ! /s Pain! /s Man!  
IPM  
"IPM Medical Group"  
"IPM Med Legal"  
IPM /5 "Med Legal"

"Scott Thompson" or "Thompson"  
sthompson@arrowheadeval.com OR @arrowheadeval.com OR sthompson  
Arrowhead  
Arrow! /s Eval! /s Serv!  
"Arrowhead Evaluation Services"  
AES  
FAME

Radius!  
"Radius Medical Management"  
Radius! /s Med! /s Man!

"Eval Doc"

Eval! /s Doc!  
"Elizabeth Han" OR "Liz Han"  
"BBK Law"  
BBK! /s law!  
BBK

CSIMS

Shawnette  
Shawnette /3 Davis  
Rosenberg  
Ja! /3 Rosenberg  
Steve! /3 Scribner  
Scribner  
Quarterback OR QB  
Cassidy OR Cassiday  
Ambrose  
Shorr  
Goldstein

**Searches to be conducted in Todd Baldini's accounts and devices:**

Aby! /s Bird!  
Bird!  
Aby!  
Pamella /s Tejada  
Pamella!  
Tejada!  
Stuart /s Girard  
Stuart!  
Girard!  
absbird88@yahoo.com  
[abygail.bird@gmail.com](mailto:abygail.bird@gmail.com)  
lsgirard@comcast.net  
[lsgirard@icloud.com](mailto:lsgirard@icloud.com)  
lgirard@ipmdoctors.com  
[sgirard@benchmarkadmin.com](mailto:sgirard@benchmarkadmin.com)  
[lsgirard0312@gmail.com](mailto:lsgirard0312@gmail.com)  
tejada.pamella@gmail.com  
pamella@dunamisalliance.com  
pamella23@sbcglobal.net

**Searches to be conducted in Stuart Girard's accounts and devices:**

Aby! /s Bird!  
Bird!  
Aby!

Pamella /s Tejada  
Pamella!  
Tejada!  
Todd /s Baldini  
Todd!  
Baldini!  
toddbaldini@gmail.com  
drtodd51@aol.com  
[toddbaldini@yahoo.com](mailto:toddbaldini@yahoo.com)  
[tbaldini51@gmail.com](mailto:tbaldini51@gmail.com)  
tbaldini@ipmdoctors.com  
absbird88@yahoo.com  
[abygail.bird@gmail.com](mailto:abygail.bird@gmail.com)  
tejada.pamella@gmail.com  
pamella@dunamisalliancellc.com  
pamella23@sbcglobal.net

**Searches to be conducted in Pamela Tejada's accounts and devices:**

Aby! /s Bird!  
Bird!  
Aby!  
Stuart /s Girard  
Stuart!  
Girard!  
Todd /s Baldini  
Todd!  
Baldini!  
toddbaldini@gmail.com  
drtodd51@aol.com  
[toddbaldini@yahoo.com](mailto:toddbaldini@yahoo.com)  
[tbaldini51@gmail.com](mailto:tbaldini51@gmail.com)  
tbaldini@ipmdoctors.com  
absbird88@yahoo.com  
[abygail.bird@gmail.com](mailto:abygail.bird@gmail.com)  
lsgirard@comcast.net  
[lsgirard@icloud.com](mailto:lsgirard@icloud.com)  
lgirard@ipmdoctors.com  
[sgirard@benchmarkadmin.com](mailto:sgirard@benchmarkadmin.com)  
[lsgirard0312@gmail.com](mailto:lsgirard0312@gmail.com)

**Searches to be conducted in Abygail Bird's accounts and devices:**

Pamella /s Tejada  
Pamella!  
Tejada!

Stuart /s Girard

Stuart!

Girard!

Todd /s Baldini

Todd!

Baldini!

toddbaldini@gmail.com

drtodd51@aol.com

[toddbaldini@yahoo.com](mailto:toddbaldini@yahoo.com)

[tbaldini51@gmail.com](mailto:tbaldini51@gmail.com)

tbaldini@ipmdoctors.com

lsgirard@comcast.net

[lsgirard@icloud.com](mailto:lsgirard@icloud.com)

lgirard@ipmdoctors.com

[sgirard@benchmarkadmin.com](mailto:sgirard@benchmarkadmin.com)

[lsgirard0312@gmail.com](mailto:lsgirard0312@gmail.com)

tejada.pamella@gmail.com

pamella@dunamisalliancellc.com

pamella23@sbcglobal.net